
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

80-M-APHIS-00

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

7/10/00

6. REQUISITION/PURCHASE NO.

7. ISSUED BY CODE:

USDA, APHIS, MRPBS, Contracting
Butler Square Fifth Floor
100 North Sixth Street
Mpls., MN 55403

8. ADDRESS OFFER TO

(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until 2:30 P.M. local time on AUGUST 10, 2000.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:

Robert J. Crowther

B. TELEPHONE NO.

(Include Area Code)

(NO COLLECT CALLS)

(612) 370-2115

C. E-MAIL ADDRESS

bob.j.crowther@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
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EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() </div>		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (4 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY CODE _____ (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE _____
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS - BASE PERIOD

BASE PERIOD: Date of Award, or October 1, 2000, whichever is sooner, through September 30, 2001.

Item No.	Description	Est. Qty.	Unit	Unit Price
1.	Daily Rate	200	Day	\$_____
2.	Hourly Rate	-	Hour	\$_____
3.	Overtime, Week-end, or Holiday Rate	-	Hour	\$_____

B.2 SCHEDULE OF ITEMS - OPTION PERIOD 1

OPTION PERIOD 1: October 1, 2001 through September 30, 2002.

Item No.	Description	Est. Qty.	Unit	Unit Price
4.	Daily Rate	200	Day	\$_____
5.	Hourly Rate	-	Hour	\$_____
6.	Overtime, Week-end, or Holiday Rate	-	Hour	\$_____

NOTE: Offerors shall factor all costs associated with the providing the services required by this contract at the required output and quality levels in their proposed daily, hourly, and overtime, weekend, and Holiday rates. Hourly rates shall equal 1/8th the daily rate (i.e. daily rate divided by an 8 hour work date equals hourly rate). Overtime, week-end, and Holiday rates shall be at time and a half (the proposed hourly rate plus 1/2 the hourly rate).

It is anticipated that the Contractor will be required to work five (5) 8-hour days per week, Monday through Friday, for the effective period of the contract. However, partial work days (less than 8 hours) will be paid at the hourly rate. Over 40 hours in a week will be paid at the overtime rate.

Refer to Section M of this Solicitation for Evaluation Factors for Award.

Section C - Description/Specification/Work Statement/Performance Work Statement

I. BACKGROUND

The Asian longhorned beetle (ALB), *Anoplophora glabripennis* (Motschulsky), currently infests several areas in the States of New York and Illinois. The ALB bores into and kills a variety of tree species including species of maple, elm, ash, horsechestnut, birch, poplar, and willow. This nonnative pest has the potential to spread to other areas of the United States and cause extensive losses to ornamental and commercial tree species. As a consequence, the Secretary of Agriculture has declared an emergency and is committing resources to eliminate ALB and restore the urban forest.

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), in conjunction with New York officials, is conducting a tree surveying program for the detection of ALB in New York City on host trees for signs of ALB infestation. The surveys may require the use of bucket trucks, tree climbers, or any other means to thoroughly inspect trees for signs of infestation on public and private property.

II. SCOPE OF WORK

APHIS intends to award two firm, fixed price contracts for tree surveying services in the State of New York. One contract will be awarded for the Long Island, Amityville, and Islip areas. The other contract will cover the New York City area, primarily in Manhattan, Queens, and Brooklyn, but may also include work in the Bronx and Staten Island. The effective period of the contracts shall be from date of award, or October 1, 2000, whichever is sooner, and remain in effect through September 30, 2001. APHIS will have a unilateral option to extend the effective period for 1 additional year through September 30, 2002.

III. CONTRACTOR PERFORMANCE REQUIREMENTS

The Contractor shall provide all personnel, labor, supervision, supplies (i.e. binoculars, hand tools, etc.), facilitating equipment (i.e. climbing gear, bucket trucks, etc.), and associated materials required for the survey and detection of ALB, in accordance with this "performance work statement (PWS)". The contract price shall include all costs associated with the performance of, any and all, tree surveying in the State of New York, including but limited to, furnishing and transporting all personnel and equipment to the work site, providing bucket truck and tree climbing crews, certifications, including (i.e. line-clearance certifications, rail roadway worker protection - CFR 49 C.F.R. 214, etc.), and other equipment and supplies), insurance, licenses, state bonding, permits, fees, tolls, general and administrative expenses, and other such costs normally required to perform the services specified herein.

In general, work shall proceed in designated survey areas on a block-by-block basis, inspecting ALB host species only (i.e. maple, elm, ash, horsechestnut, birch, poplar, and willow) as designated by the COR, or his/her designee. The survey (inspection of trees) shall include

trees located along streets, boulevards, backyards, parklands, railroad right of ways, cemeteries, etc.

Work shall be performed in a professional manner and in accordance with the most current revision of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300-1995 and Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush - Safety Requirements Z133.1-1994, published by the American National Standards Institute (ANSI). Copies of both are attached.

Contractors shall comply with Federal and State Department of Agriculture regulations for plant pest control. In general, New York State Department of Agriculture regulations requires Contractors operating in infested areas to thoroughly clean all equipment units before moving to non-infested areas. Cutting tools shall be disinfected after each use and before using on another tree. QUARANTINE AREA PROVISIONS: The Contractor must review and abide by the description of the Asian Longhorned Beetle Quarantine as presented in the attached publication entitled RULE MAKING ACTIVITIES, New York State, Department of Agriculture & Markets, EMERGENCY RULE MAKING. The Contractor must work under a compliance agreement with the Asian Longhorned Beetle Eradication Project. Full information can be obtained from Federal and State Pest Control personnel.

The Contractor shall comply with the United States Department of Labor (DOL), "Occupational Safety and Health Administration," Regulations Volume 36, Number 105, and the New York State Department of Labor, Board of Standards and Appeals, Part 3 of Title 12 of (cited as 12 NYCRR/3), commonly known as "Industrial Code Rule 3", applicable DOL wage rates and fringe benefits, U.S. Immigration and Naturalization Service laws, and all other rules and regulations as may be applicable, and local safety requirements, including but not limited to tree climbing, use of bucket trucks, traffic safety, traffic lane closures, etc.

Performance shall be in accordance with the Contractor Performance Standards of this contract.

IV. MANDATORY ALB SURVEY AND IDENTIFICATION COURSE

Each employee to work on this contract as a tree surveyor must participate in an Asian Longhorned beetle survey and identification course to be given upon award of contract by the New York State Department of Agriculture and Markets. No employee shall survey trees under this contract without having taken this class. The Contractor must allocate at least six (6) employees to participate in this special training class before the contract begins.

V. CONTRACT WORK HOURS

The work day shall begin at the “time of arrival at the work site” and exclude lunchtime. Work days shall primarily consist of an 8-hour work day (plus a 1/2 hour lunch break), 40 hours per week, Monday through Friday, between the hours of 7:30 A.M. and 4:00 P.M., except for legal holidays, unless otherwise notified by the CO or COR that overtime, weekend, or holiday work are required, or work is suspended due to adverse weather conditions. Work hours may be adjusted upon mutual agreement of the COR and Contractors Project manager. The agreement shall be in writing, signed by both parties, and forwarded to the CO for the official record.

Work days may be affected by weather conditions or equipment malfunction. Signs of ALB infestation are not visible on wet trees. However, crews can, and are expected to work in mist, rain, and snowy conditions unless work is suspended by the COR. The Contractor will be reimbursed “only” for actual work time.

VI. RATES FOR SERVICES RENDERED

The Contractor shall be paid in accordance with the contract rates schedule established for this contract. Payment will be made only for services rendered that meet the minimum quality and performance requirements of the PWS. A daily rate will be used to reimburse the Contractor for working a standard 8 hour day plus lunch break. Less than 8 hours will be reimbursed at an hourly rate, and overtime (each hour worked over the standard 40-hour work week) will be reimbursed at time and a half prorated to the quarter hour. Overtime must be approved by the COR.

VII. IMPORTANCE OF STARTING AND FINISHING ON TIME

There are numerous biological, entomological and physical factors that determine the time and method of survey. Starting and completing surveys on time are critical to the success of the ALB eradication project. The Contracting Officer may deduct from money due the Contractor, equitable compensation for failure to complete the minimum number of trees to be surveyed, or for failure to report and start on-time, or for leaving a survey area early (i.e. before survey site has been restored to original conditions, and/or the Contractor, and/or Subcontractor employees, are otherwise released for the day by the COR, or designated Government Inspector. **Refer to Section XX, Contractor Performance Standards, of this PWS.**

VIII. CONDITION OF EQUIPMENT

The Contractor shall ensure that all supplies, equipment and materials required for use in the performance of this contract are in good operating condition. Equipment that is in unsatisfactory condition, or otherwise determined by the COR or Government Inspector to be unsuitable for safe and efficient performance of the services required of this contract shall not be used, or

promptly removed from the work site and replaced with supplies, equipment and material that are in good operational condition. Equipment failure is not an acceptable cause for performance delays.

Worn, lost, or unserviceable supplies, materials, or equipment shall be repaired or replaced so as to be ready to work at the start of the next shift. Climbing and bucket truck crews shall have necessary equipment on hand for removal of suspected points of infestation. The equipment includes, but is not limited to, aerial lifts, knives, wood chisels, hammers, hand saws, pole saws, and chain saws, rope for lowering samples if required, and tree wound dressing.

IX. DOCUMENTATION/REPORTING REQUIREMENTS

The Contractor's Project Manager shall meet with the (COR) weekly (at a minimum) to schedule work site assignments (areas to be surveyed). Contractor personnel shall report in a timely manner, ready and properly equipped to work.

The Contractor shall document each day's work and provide this documentation to the COR within 24 hours of completion (before the end of the following work day). The following minimum information shall be included in the daily report: address/location of trees surveyed, date and time of survey, survey method (i.e. bucket truck, tree climber, etc.), tree species, and diameter at breast height.

X. BUCKET TRUCK INSPECTIONS - SURVEY PROTOCOL

Bucket truck crews shall inspect for the following evidence (refer to "pest alert") which is included as an attachment to this solicitation):

- Oviposition sites, photo #2
- Exit holes, photo #5
- Coarse sawdust at crotches, collars, or at the base of the tree, photo #4
- Oozing sap, photo #3
- Adult beetles during flight season, June through November, photo #1

Host trees shall be examined in the following manner (refer to "tree diagram - parts of tree" included as an attachment to this solicitation). If evidence of infestation is detected, bring it to the attention of the Government inspectors for verification.

- Take the bucket above the canopy of the tree. When possible, position bucket with the sun at the back of the bucket operator. Carefully examine the branches visually, using the naked eye, and with binoculars. Begin with the main leader, working your way out from the crotches and collars along the scaffold branches to the branches, crotches and collars. Examine any suspicious area with binoculars at first, then maneuver the bucket

right up near the site as necessary to get a closer look.

- Move to the inside center of the canopy and continue to examine upper and lower surfaces of the scaffold branches, branches, main leaders, crotch and collars. (Using the same protocol as in the previous bullet.)
- Continue the inspection of the tree by moving to all sides of the canopy as necessary to complete a thorough inspection. The time required for inspection may increase when foliage is present.
- If a suspected oviposition site is discovered, remove the suspected section of bark by cutting a square area of bark of a minimum of 1” around the suspected oviposition site and to a depth that reaches the cambial layer. This section needs to be carefully excised to preserve the suspected site and underlying evidence. The excised site should then be delivered to the Government inspector for confirmation.
- If signs of tunneling are observed, the Government inspector is to be notified as soon as practical and samples of the frass will be collected for examination by the Government inspector.
- If adult beetles are found, the Contractor shall collect the adult beetle and store it in an enclosed container for identification by the Government inspector as soon as practical.
- If exit holes are observed, the Government inspector is to be notified as soon as practical.
- If no evidence of infestation is found, move to the next tree.
- Document inspections daily.

XI. MARKING OF VEHICLES

The Contractor shall have two (2) signs, 4’ x 6’ or 2’ x 3’ secured to each vehicle used during the performance of this contract. The signs shall have legible, three (3) inch green lettering on a white background, with the official reading as follows:

**ASIAN LONGHORNED BEETLE COOPERATIVE ERADICATION PROGRAM
BY ORDER OF NEW YORK STATE
DEPARTMENT OF AGRICULTURE & MARKETS
1-800-554-4501
CITY OF NEW YORK, PARKS & RECREATION
USDA, ANIMAL AND PLANT HEALTH INSPECTION SERVICE**

The Contractors name, address and telephone numbers shall be legibly printed in three (3) inch high letters on both truck doors. Material for the signs shall be plywood, tempered masonite or metal, and be of professional quality.

XII. CLIMBER INSPECTIONS - SURVEY PROTOCOL

Climbing crews shall inspect for the following evidence of infestation (refer to “pest alert”) which is included as an attachment to this solicitation):

- Oviposition sites, photo #2
- Exit holes, photo #5
- Coarse sawdust at crotches, collars, or at the base of the tree, photo #4
- Oozing sap, photo #3
- Adult beetles during flight season, June through November, photo #1

Host trees shall be examined in the following manner (refer to “tree diagram - parts of tree” included as an attachment to this solicitation). If evidence of infestation is detected, bring it to the attention of the Government inspectors for verification.

- Tree Climbing shall be accomplished with the use of ropes and saddles. Climbing spikes are prohibited. **The unauthorized use of climbing spikes, under any circumstance, may be grounds for termination of the contract for reason of default.**
- Beginning with the main leaders, carefully examine all scaffold branches and branches.
- Climber shall move throughout the canopy searching for any evidence of infestation.
- If an oviposition site is discovered, remove the suspected section of bark by cutting a squares area of bark of a minimum of 1” around the suspected oviposition site and to a depth that reaches the cambial layer. This section needs to be carefully excised to preserve the suspected site and any underlying evidence. The excised site shall then be delivered to the Government inspector for confirmation.
- If signs of tunneling are observed, the Government inspector shall be notified as soon as practical and samples of the frass will be collected for examination by the Government inspector.
- If adult beetles are found, the Contractor shall collect the adult beetle and store it in an enclosed container for identification by the Government inspector as soon as practical.
- If exit holes are observed, the Government inspector is to be notified as soon as practical.

- If no evidence of infestation is found, move to the next tree.
- Document inspections daily.

XIII. CREW CONFIGURATIONS/MINIMUM PERFORMANCE REQUIREMENTS

The Contractor is expected to complete all survey work required by this contract as expeditiously as possible without sacrificing the quality of the inspection. The Contractor has the option to utilize the same personnel for bucket and climbing crews provided they comply with the minimum qualifications and productivity requirements of this contract. For the purpose of this contract, it is anticipated that four (4) to six (6) bucket crews and two (2) to (4) climbing crews will be required to comply with APHIS' performance requirements. Bucket crews shall complete surveys on a minimum of two hundred (200) trees per day. Climbing crews shall complete surveys on a minimum of thirty-two (32) trees per day.

Refer to "Contractor Performance Standards" for contract performance requirements, incentive bonus opportunities, and deduction penalties for failure to meet daily performance minimums. Failure to meet performance standards may result in the termination of the contract for reason of default in addition to deduction penalties assessed.

XIV. COR/GOVERNMENT INSPECTORS SURVEY PROTOCOL

The COR and/or Government Inspectors will inspect for the following evidence of infestation (refer to "pest alert") which is included as an attachment to this solicitation):

- Oviposition sites, photo #2
- Exit holes, photo #5
- Coarse sawdust at crotches, collars, or at the base of the tree, photo #4
- Oozing sap, photo #3
- Adult beetles during flight season, June through November, photo #1

The Government Inspector shall examine all host trees in the following manner (refer to "tree diagram - parts of tree" included as an attachment to this solicitation):

- The Government Inspector will work ahead of the bucket truck and climbing crews, inspecting all host trees from the ground. If an infested tree is identified, the Government inspector completes the appropriate report and notifies the bucket truck or climbing crew that the tree is positive and does not require further inspection.
- Keep all survey records for positive and negative surveys.
- Make contact with the homeowners to gain access for ground survey and for the climbing crew.

- Confirm all infestations identified by the bucket crew or climbing crew and complete the appropriate reports for ALB infested trees.
- Obtain a signed release from the homeowner of an infested tree.

XV.

NOTIFICATION TO GOVERNMENT AGENCIES AND UTILITY COMPANIES

The Contractor shall cooperate with City Agencies and utility companies to ensure that service is not disrupted. The Contractor is responsible for giving prior notification to all City Agencies and utility companies whose services may be impacted by the work.

XVI. ACCESS TO WORK SITES

Work sites shall be accessed from public roadways. **No thoroughfare of any kind shall be closed without the written consent of the proper authorities.** The Contractor shall, without additional cost to the Government, prevent traffic interference by erecting barricades, or by placing lights, warning signs, cones, flags, etc., in accordance with State and local rules and ordinances. The Contractor shall not block driveways, or inconvenience property owners, and the general public in any manner. APHIS will notify affected property owners or residents of the survey work being performed. Permission must be obtained in advance for the placement of equipment and/or personnel on private property.

XVII. CLEAN-UP AND DISPOSAL OF DEBRIS

Work areas shall be restored to their original condition upon completion of survey work. The Contractor shall clean up work areas daily, and remove any soil, brush and debris, etc., created while performing the work required by this contract. The Contractor shall sign a compliance agreement with regard to handling and disposal of regulated articles, including, but not limited to, branches, tree limbs, brush, etc., from regulated areas, and abide by Federal and State Agriculture regulations concerning the proper disposal of host material in the quarantine areas.

XVIII. PRECAUTIONS/PUBLIC RELATIONS

All work shall be performed in a professional manner, and in accordance with the most recent revision of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300-1995 and Pruning, Trimming, Repairing, Maintaining, Removing Trees, and Cutting Brush - Safety Requirements Z133.1-1994, published by the American National Standards Institute (ANSI), and applicable Occupational Safety and Health Administration (OSHA) regulations. Precautions shall be taken against injury to all persons engaged in the work of any contract awarded to the Contractor by APHIS, the general public (including animals) and damage to property. Work

shall be completed without inconvenience or disruption to the general public and property owners, and work sites restored to original condition.

It is essential for all employees of the Contractor, and their subcontractors, to display a positive image of USDA, and the State of New York, by ensuring that their employees, and the employees of their subcontractors, maintain favorable relations with the general public. Personnel must be courteous in their dealings with property owners. Work shall be performed with due care taking precautions against injury to persons or animals, damage to property, and interference with vehicular or pedestrian traffic. The Contractor shall protect against damage to all existing trees, plants, grass, vegetation, and other fixtures. The Contractor shall restore to the condition existing prior to tree surveying operations all areas of paving, lawns, walkways, sidewalks, fixtures, fences, etc., damaged, dirtied, altered, or displaced by treatment work.

All personnel working for the Contractor, and their subcontractors, must carry identification at all times documenting employment by the Contractor. Personnel shall wear either a company uniform or insignia visible to the public.

XIX. CONTRACTOR LIABILITY

The Contractor is liable for any damages, losses, or injuries to people, property, and animals, which occur as a result, directly or indirectly, from its work performed while under contract with APHIS. The Contractor shall immediately notify the COR, and/or the Contracting Officer, of any damages, losses, or injuries occurring during the performance of any contract with APHIS.

XX. CONTRACTOR PERFORMANCE STANDARDS

Contractor performance will be monitored throughout the effective period of the contract. The Contractor will be measured based on the following criteria:

PERFORMANCE ELEMENT	PERFORMANCE STANDARD	MAXIMUM ERROR RATE OR PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
<u>Number of Trees Surveyed</u> Bucket Crew:	Minimum of 200 Trees Surveyed per Day	0 Tolerance	On-Site Monitoring by COR and/or Government Inspector's/Review of Daily Reports

Climbing Crew:	Minimum of 32 Trees Surveyed per Day	0 Tolerance	On-Site Monitoring by COR and/or Government Inspector's /Review of Daily Reports
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Incentive Bonus

Positive Identif- cation of Infested Host Trees	The Contractor may earn a \$25.00 incentive bonus each host tree surveyed that is positively identified for ALB provided they have completed surveying the required 232 tree minimum daily productivity requirement. Maximum incentive bonus that may be earned per day shall not exceed \$200.00.
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Deduction Fees

2% Deduction From Moneys Due	N/A	190 - 199 Trees Surveyed in a Day by Bucket Crew or 28 - 31 Trees Surveyed by Climbing Crew	On-Site Monitoring by COR and/or Government Inspector's/Review of Daily Reports
5% Deduction From Moneys Due	N/A	180 - 189 Trees Surveyed in a Day by Bucket Crew or 25 - 27 Trees Surveyed by Climbing Crew	On-Site Monitoring by COR and/or Government Inspector's/Review of Daily Reports
10% Deduction From Moneys Due	N/A	170 - 179 Trees Surveyed in a Day by Bucket Crew or 20 - 24 Trees Surveyed by Climbing Crew	On-Site Monitoring by COR and/or Government Inspector's/Review of Daily Reports
25% Deduction From Moneys	N/A	Less than 170 Trees Surveyed in a Day by	On-Site Monitoring by COR and/or

Due the Contractor		Bucket Crew or Less 20 Trees Surveyed by Climbing Crew	Government Inspector's/Review of Daily Reports
Public Relations	Work Must Be Completed Without Inconvenience or Disruption to the General Public and Property Owners	No More Than 2 Instances of Disruption or Inconvenience to the General Public or Property Owners	Complaints Received from the General Public and Property Owners; Observation of Contractors' Employees
	Work Sites Must Be Restored to Original Condition	0 Tolerance	Complaints Received from General Public and Property Owners, Observation of Contractor's Employees
	Property Damage Is is Promptly Dealt With. Insurance Claims are Filed Within 24 Hours Incident. Property is Restored to Original Condition Expeditiously	0 Tolerance	Complaints Received from General Public and Property Owners, Government Follow-up with Complainant
	Employees are Courteous and Responsive when Interacting with the General Public and Property Owners	No More than 1 Incident	Valid Complaints Received from General Public and Property Owners

XXI. CONTRACTOR QUALITY ASSURANCE

According to the Inspection of Services clause, FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (Aug 1996), located at Section E.1 of this solicitation, the Government will evaluate the Contractor's performance under any contract awarded under this solicitation for ALB in the State of New York. For those tasks identified in the Contractor Performance Standards of the PWS, the COR, COTR, or other designated representative of APHIS will follow the methods of surveillance specified above. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR, COTR, or

designated APHIS representative will require the Contractor's Project Manager, or representative

at the site, to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the Contractor Performance Standards of the PWS (such as provided for by the Inspection of Services clause) may occur during the performance period of contracts awarded under this solicitation. Such surveillance will be done according to standard inspection procedures, or other contract provisions. Any action taken by the Contracting Officer, as a result of surveillance, will be in accordance with the terms of the resulting contract.

XXII. MINIMUM QUALIFICATION REQUIREMENTS -

- a. At least one employee on each crew working within ten (10) feet of energized conductors must be a qualified line clearance tree trimmer.
- b. At least one member of the company shall possess either a certificate as an “**ARBORIST**” from the International Society of Arboriculture (I.S.A.) or an equivalent certification.
- c. Documentation certifying that the majority of the company’s work for the past three (3) years has been primarily in the performance of tree maintenance work.
- d. The Contractor shall be certified by the New York State Department of Agriculture and Markets to perform work within the Asian Longhorned beetle quarantine zone.

XXIII. CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate a representative to serve as Project Manager. The Contractor’s Representative (CR) shall be present at the work site at all times work under this contract is being performed. The CR shall maintain regular communications with the APHIS COR until daily survey work is satisfactorily completed and the Contractor’s employees are released for the day by the COR. The Contractor, or his/her designated CR, shall be available by telephone or cellular telephone for a period of up to two (2) hours from the time daily survey work is completed and contract employees are released for the day.

XXIV. SPECIAL INSTRUCTIONS TO OFFERORS

Offerors shall include the following information in their proposals:

- a.. References from previous clients over the last two years of similar work performed by the offeror of comparable size. A minimum of 3 references is required. Include a description of the work performed, who the work was performed for, when it was performed, value of the contract, point of contact, address, and telephone number.

- b. A list of proposed vehicles and equipment to be used under this contract at the time of the pre-construction meeting (For approval see Appendix, Page 12).
- c. Copies of all certifications, permits, and registrations, specified in this PWS.
- d.. A “certificate of insurance” from the prime Contractor, and all Subcontractor’s, showing evidence of insurance coverage at the required levels. Refer to Section I.9.

FAILURE TO PROVIDE THE INFORMATION IDENTIFIED ABOVE WILL RENDER AN OFFEROR NONRESPONSIVE AND INELIGIBLE FOR AWARD.

XXV. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the Olmsted Center, Flushing Meadow Corona Park, Flushing, New York on July 27, 2000, from 9:00 A.M. to 1:00 P.M. All serious offerors must pre-register to attend by faxing a memo to the Contracting Officer, care of Gloria Benson, at (612) 370-2106. The memo shall include the name of the company, point of contact, telephone number, number of people that will be attending and their names, and any questions you may have about the solicitation. Attendance is limited to 2 people per company.

The purpose of the conference is to discuss the Asian Longhorned Beetle Eradication Project and the Solicitation, primarily, the “performance work statement” (the Governments expectations for the contract) to ensure industry-wide understanding of performance objectives that will be required for the contract, the evaluation criteria that will be used in selecting a Contractor, and to answer questions from interested companies. Questions may be faxed to the Contracting Officer, care of Gloria Benson, at the fax number above. Questions received from the floor will not be answered at the conference unless submitted in writing to the Contracting Officer prior to the start of the conference and there is adequate time for the Government to consider the question.

Refer to Section L.9 for additional terms and conditions for the pre-proposal conference.

XXVI. DIRECTIONS TO THE OLMSTED CENTER

By Train: Take the 7 local to Willets Point/Shea Stadium. Coming out of the turnstiles at the station, go down the stairway on the left into the parking lot. Walk straight towards the end of the parking lot (Shea Stadium should be across the road on your right). The Olmsted Center is the one-story white building at the other end of the lot, and the front entrance is around the building to the left.

Driving: Traveling West on the Grand Central Parkway (from Van Wyck Exp, L.I.E. Westbound): Take the exit for Flushing Meadow/Corona Park and Tennis Center. At the end of the exit ramp, turn left (the Tennis Center should be on the right). Go under the bridge, the Olmsted Center is the one-story white building, on the right. Make the first right turn after the

Olmsted Center, to go around the building to the parking lot.

Traveling East on the Grand Central Parkway (from Manhattan/Triborough Bridge/B.O.E.): Take Northern Blvd. exit, merge way to the right. Take sharp right at the bottom of exit ramp (Shea Stadium should be on your left). Go straight through the rotary, and under the bridge (which is Roosevelt Avenue). Take immediate left towards the parking lot, Olmsted Centre is a one story white building on the right.

XXVII. EVALUATION FACTORS FOR AWARD

Award preference will be given to qualified HUBZone small businesses, small disadvantaged businesses, and women-owned businesses. Contract award decisions shall be in accordance with the evaluation factors for award located in Section M of this solicitation. Negotiated acquisition procedures will be used in accordance with the provisions of Federal Acquisition Regulation (FAR), Part 15.

C.1 AGAR 452.211-73 ATTACHMENTS TO STATEMENT OF
WORK/SPECIFICATIONS (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE
(AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer

F.1 (Continued)

shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.3 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from October 1, 2000, or date of award, whichever is sooner, through September 30, 2001. The period period of performance may be extended in accordance with other contract clauses referenced elsewhere in this document.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be the Contractor's local Government contact for contracts awarded against this prospectus.

The COR is responsible for monitoring the performance of work under contracts awarded as written in the contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless advance authorization is received from the Contracting Officer, and proper contractual documents executed by the Contracting Officer prior to performing the work.

The COR shall inform the Contracting Officer as soon as possible of any understandings, tentative agreements, recommended modifications, and actions or inactions of the Contractor or the Government which could effect the Contractor's ability to comply with contract performance requirements or completion times.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor shall so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately.

PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO COULD RESULT IN A BREACH OF CONTRACT AND NONPAYMENT.

An exception will be considered by the Contracting Officer for additional work determined necessary by the COR after contract work hours, or on Saturday, Sunday, or Holiday's, provided the additional work is within the scope of the contract. If additional work within the scope of the contract is required outside contract work hours, the Contractor and COR shall inform the Contracting Officer on the next business day of the circumstances, and request issuance of a contract modification. Please note, Adding additional treatment sites to a contract are not within the scope of a contract and is not authorized.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COR may designate Contracting Officer's Technical Representative's (COTR) to assist them with the technical aspects of the contract. Although the COTR is a representative of the Contracting Officer, they will report directly to the COR. The designation (delegation of authority) shall be provided in writing to the Contractor with a copy to the Contracting Officer. The delegation of authority shall clearly explain the COTR's role and responsibility on the contract, and limitations of authority.

G.2 (Continued)

As with the COR, in no event will any understanding, agreement, modification, change order, or other matter deviating from the contract be effective or binding to the Government unless it is approved by the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Bucket Crew Employees
Climbing Crew Employees

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995)	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	MAY 1999
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMERCIAL ITEMS	JUL 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	OCT 1995
52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT 1995
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995

I.1 (Continued)

NUMBER	TITLE	DATE
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years, 7 months.

I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

I.4 (Continued)

Employee class	Monetary Wage	Fringe Benefits
Certified Aborist	\$11.76	3.69
Tree Climber	\$11.76	3.69
Tree Trimmer	\$11.48	3.60
Ground Crew	\$11.48	3.60

I.5 52.236-7 PERMITS AND RESPONSIBILITIES
(NOV 1991)

The Contractor shall, without additional expense to the be responsible for obtaining any necessary licenses and permits, for complying with any Federal, State, and municipal laws, codes, regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all delivered and work performed until completion and acceptance of entire work, except for any completed unit of work which may have been accepted under the contract.

I.6 52.246-20 WARRANTY OF SERVICES (APR 1984)

- (a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor 30 days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct

I.6 (Continued)

or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.7 INSURANCE REQUIREMENTS

The Contractor at its own expense, provide and maintain during the entire performance of any contract awarded by APHIS for the treatment of ALB, the following minimum insurance coverage.

- (1) Worker's Compensation and Employer's Liability - The Contractor shall comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational disease statutes are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 is required.
- (2) General Liability - Bodily injury and property damage liability coverage written on the comprehensive form of a policy of at least \$500,000 per occurrence.
- (3) Automobile Liability - Bodily injury and property damage liability coverage written on the comprehensive form of a policy covering the operation of all automobiles used in connection with the performance of any contract awarded by APHIS under this prospectus. The coverage shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Policies shall contain an endorsement to the effect that any cancellation, or any material change, adversely affecting APHIS' interest shall not be effective --

- (1) For such period as the laws of the States of New York and/or Illinois prescribe; or
- (2) Until 30 days after the insurer, or the Contractor, gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause in subcontracts awarded to the Contractor under this prospectus, and shall require subcontractors to provide and maintain the required minimum insurance coverage specified herein. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make

I.7 (Continued)

copies available to the Contracting Officer upon request.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 AGAR 452.252-70 LIST OF ATTACHMENTS (FEB 1988)

EXHIBIT OR ATTACHMENT	NUMBER OF PAGES
American National Standards for Tree Care Operations: Tree, Shrub and Other Woody Plant Maintenance and Standard Practices A-300-1995. Published by the American National Standards Institute (ANSI).	15
American National Standards for Tree Care Operations - Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush - Safety Requirements ANSI Z133.1-1994. Published by the American National Standards Institute (ANSI).	28
Asian Longhorned Beetle - Pest Alert, 2 Pages Back-to- Back Color Brochure.	2
Tree Diagram (Parts of a Tree)	1
U.S. Department of Labor, Wage Determination No. 94-2375, Revision 14 (06/01/1999).	9

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

K.1 (Continued)

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
DEVIATION (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are incorporated by reference in paragraph (b) of this
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or December 23, 1989 --
 - (1) No Federal appropriated funds have been paid or will be any person for influencing or attempting to influence an employee of any agency, a Member of Congress, an officer of Congress, or an employee of a Member of Congress on behalf in connection with the awarding of a contract this solicitation;
 - (2) If any funds other than Federal appropriated funds profit or fee received under a covered Federal been paid, or will be paid, to any person for influencing to influence an officer or employee of any agency, a Congress, an officer or employee of Congress, or an Member of Congress on his or her behalf in connection solicitation, the offeror shall complete and submit with OMB standard form LLL, Disclosure of Lobbying Activities, Contracting Officer, and
 - (3) He or she will include the language of this certification subcontract awards at any tier and require that all subcontract awards in excess of \$100,000 shall certify accordingly.
- (c) Submission of this certification and disclosure is a

K.2 (Continued)

for making or entering into this contract imposed by section title 31, United States Code. Any person who makes an prohibited under this provision or who fails to file or amend disclosure form to be filed or amended by this provision, subject to a civil penalty of not less than \$10,000, and not than \$100,000, for each such failure.

K.3 SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

In accordance with FAR 52.203-11, above: (Check applicable statement)

☐ An SF-LLL is not required.

☐ An SF-LLL is required and is attached hereto.

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of

K.5 (Continued)

Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

K.5 (Continued)

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (FEB 2000) Alternate III (JAN 1999)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's

K.6 (Continued)

relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

K.6 (Continued)

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer

K.6 (Continued)

that it ☐ is, ☐ is not an emerging small business.

- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).
(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

K.6 (Continued)

- (B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]
- (8) (Reserved)
- (9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.6 (Continued)

- (d) Representations required to implement provisions of Executive Order 11246--
- (1) Previous contracts and compliance. The offeror represents that--
- (i) It [_] has, [_] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
- (ii) It [_] has, [_] has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that--
- (i) It [_] has developed and has on file, [_] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It [_] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

K.6 (Continued)

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify

K.6 (Continued)

as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
(List as necessary)	

(iv) The government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

LINE ITEM NO.	

(List as necessary)	

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

K.6 (Continued)

 (List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

K.6 (Continued)

a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999) Alternate I (NOV 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 0783.
- (2) The small business size standard is \$5.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by

K.7 (Continued)

the Small Business Administration in accordance with 13 CFR Part 126; and

- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

 _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal

K.7 (Continued)

law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- [] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124,

K.8 (Continued)

Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--
- (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

K.10 (Continued)

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not[], submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS	MAR 2000

L.2 52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM
(DUNS) NUMBER (JUNE 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.

L.2 (Continued)

- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000) Alternate I (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii)

L.3 (Continued)

showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

L.3 (Continued)

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established

L.3 (Continued)

and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title

L.3 (Continued)

page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

L.3 (Continued)

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

ROBERT J. CROWTHER
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME
(OCT 1997)

(a) Definitions. As used in this provision--

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.7 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.8 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include

L.8 (Continued)

the date of the amendment on the lower right corner of the changed pages.

L.9 AGAR 452.228-70 ALTERNATIVE FORMS OF SECURITY
(NOV 1996)

If furnished as security, money orders, drafts, cashiers checks, or certified checks shall be drawn payable to: .

L.10 AGAR 452.237-71 PRE-BID/PRE-PROPOSAL CONFERENCE
(FEB 1988)

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.
- (f) The conference will be held:

Date: July 27, 2000
Time: 9:00 A.M.
Location: City of New York, Parks and Recreation
Olmsted Center, Flushing Meadows - Corona Park
Flushing, New York 11368

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION CRITERIA

The Government will make award to the responsible offeror whose proposal conforms to all Solicitation requirements and represents the (s3Bbest value to the Government, technical quality, cost or price and other price related factors considered. The purpose of this solicitation, technical quality will consist of the qualifications of the offerors (and their subcontractors) key personnel, prior organizational experience and past performance.

Of the technical qualifications factors considered, the qualification of key personnel and prior experience are equally weighted and more important than past performance. The combined weighted value of the technical quality factors is significantly more important than cost or price and other price related factors.

TECHNICAL QUALITY FACTORS

1. Qualifications of Key Personnel

The qualifications of the offerors, and their proposed subcontractors, will be evaluated against the minimum qualification requirements identified in the PWS. Preference will be based on the extent of professional training and experience key personnel have in climbing hardwood trees, operating bucket trucks, and/or the detection of Asian longhorned beetle or other exotic plant pests. Offerors shall provide

M.2 (Continued)

background, education, and experience data for all key personnel designated to work on this contract. Failure to provide data suitable for evaluation may render a proposal nonresponsive and the offeror ineligible for award.

2. Prior Organizational Experience

Offerors shall provide information describing organizational experience on related projects. A minimum of 3 references are required. The references shall be from the offerors (and proposed subcontractors if applicable) most recent projects completed. Include the name of the organization, point of contact, address, telephone number, and contract or purchase order number, if applicable. Please indicate if any of the key personnel identified above in evaluation factor 1 work on these projects and what they did. Preference will be provided to offerors with project experience climbing hardwood trees, operating bucket trucks, and/or the detection of Asian longhorned beetle or other exotic plant pests. Failure to provide data suitable for evaluation may render a proposal nonresponsive and the offeror ineligible for award.

3. Past Performance

The following factors will be considered when evaluating Contractor past performance:

- a. Schedule Compliance - In terms of how well the contractor adhered to contract work schedules and productivity requirements.
- b. Quality of Service - In terms of compliance with contract requirements, technical excellence, appropriateness of personnel.
- c. Business Relations - In terms of the number and severity of problems encountered and the effectiveness of corrective actions taken.

Preference will be given to qualified HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. Refer to FAR 52.219-4 (JAN 1999), Notice of Price Evaluation Preference for HUBZone Small Business Concerns, and FAR 52-219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, incorporated into Section I of this solicitation by reference and in full force and effect.

The services required of this contract are classified under Standard Industrial Class Code 0783. The small business size standards is \$5.0 million dollars average annual receipts over the last 3 year period.

M.3 MULTIPLE AWARD CONSIDERATION

The Government anticipates awarding two contracts; one for the Long Island, Amityville, and Islip areas, the other for the New York City area, primarily in Manhattan, Queens, and Brooklyn, but also including

M.3 (Continued)

the Bronx and Staten Island areas. However, the Government reserves the right to award a single contract if determined by the Contracting Officer to be in the best interest of the Government, and the offeror can demonstrate they have the capacity to perform contract services in both areas at the productivity level specified in the PWS (Section C), and is otherwise deemed a responsible contractor as prescribed in FAR Subpart 9.1. If the Government chooses to award one single contract, separate consideration will be provided for the incentive bonus and deduction fee and will be awarded, or assessed, in the same manner as if multiple contract awards had been made.

